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DEC 15 2015

S. YOUNG

House Proud Cleaning Services

1090 Aladdin Rd

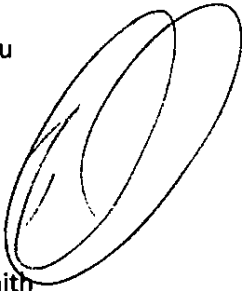
Spring Hill

FL 34609

To Whom It May Concern

Please find enclosed a check for \$60 for the cost of my filing fee, Certificate of Status and Certified copy.
My return address is as above and my contact telephone number is 352-345-2063.

Thank you

A handwritten signature in black ink, appearing to be "Jamie Smith", written over a large, hand-drawn oval shape.

Jamie Smith

Owner

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COVER LETTER

**TO: Registration Section
Division of Corporations**

SUBJECT: HOUSE PROUD CLEANING SERVICES, LLC.

Name of Limited Liability Company

The enclosed Articles of Amendment and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to the following:

JAMIE SMITH

Name of Person

HOUSE PROUD CLEANING SERVICES, LLC.

Firm/Company

1090 ALADDIN ROAD

Address

SPRING HILL, FL 34609

City/State and Zip Code

JAMIE@HOUSEPROUDCS.COM

E-mail address: (to be used for future annual report notification)

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For further information concerning this matter, please call:

JAMIE SMITH

727 946-1637
at ()

Name of Person

Area Code

Daytime Telephone Number

Enclosed is a check for the following amount:

- | | | | |
|---|--|--|--|
| <input type="checkbox"/> \$25.00 Filing Fee | <input type="checkbox"/> \$30.00 Filing Fee &
Certificate of Status | <input type="checkbox"/> \$55.00 Filing Fee &
Certified Copy
(additional copy is enclosed) | <input type="checkbox"/> \$60.00 Filing Fee,
Certificate of Status &
Certified Copy
(additional copy is enclosed) |
|---|--|--|--|

MAILING ADDRESS:

Registration Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

STREET/COURIER ADDRESS:

Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

**ARTICLES OF AMENDMENT
TO
ARTICLES OF ORGANIZATION
OF**

HOUSE PROUD CLEANING SERVICES, LLC.

(Name of the Limited Liability Company as it now appears on our records.)
(A Florida Limited Liability Company)

The Articles of Organization for this Limited Liability Company were filed on 08/08/2013 and assigned
Florida document number L13000112198.

This amendment is submitted to amend the following:

A. If amending name, enter the new name of the limited liability company here:

The new name must be distinguishable and contain the words "Limited Liability Company," the designation "LLC" or the abbreviation "L.L.C."

Enter new principal offices address, if applicable:

(Principal office address MUST BE A STREET ADDRESS)

Enter new mailing address, if applicable:

(Mailing address MAY BE A POST OFFICE BOX)

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B. If amending the registered agent and/or registered office address on our records, enter the name of the new registered agent and/or the new registered office address here:

Name of New Registered Agent:

New Registered Office Address:

Enter Florida street address

City

Florida

Zip Code

New Registered Agent's Signature, if changing Registered Agent:

I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 605, F.S. Or, if this document is being filed to merely reflect a change in the registered office address, I hereby confirm that the limited liability company has been notified in writing of this change.

If Changing Registered Agent, Signature of New Registered Agent

If amending Authorized Person(s) authorized to manage, enter the title, name, and address of each person being added or removed from our records:

MGR = Manager

AMBR = Authorized Member

<u>Title</u>	<u>Name</u>	<u>Address</u>	<u>Type of Action</u>
AMBR	THEODORE RISER	1090 ALADDIN ROAD	<input checked="" type="checkbox"/> Add
		SPRING HILL, FL 34609	<input type="checkbox"/> Remove
			<input type="checkbox"/> Change
			<input type="checkbox"/> Add
			<input type="checkbox"/> Remove
			<input type="checkbox"/> Change
			<input type="checkbox"/> Add
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			<input type="checkbox"/> Remove
			<input type="checkbox"/> Change

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D. If amending any other information, enter change(s) here: *(Attach additional sheets, if necessary.)*

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E. Effective date, if other than the date of filing: _____ (optional)

(If an effective date is listed, the date must be specific and cannot be prior to date of filing or more than 90 days after filing.) Pursuant to 605.0207 (3)(b)

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

If the record specifies a delayed effective date, but not an effective time, at 12:01 a.m. on the earlier of:

(b) The 90th day after the record is filed.

Dated OCTOBER 09 2015

Signature of a member or authorized representative of a member

JAMIE SMITH

Typed or printed name of signee

MEMBERSHIP INTEREST TRANSFER AGREEMENT

HOUSE PROUD CLEANING SERVICES, LLC

AGREEMENT made this 9/17/2015 between Jamie Smith hereinafter the "Transferor") of 1090 Aladdin Rd., Spring Hill, Florida 34609 and Theodore Riser (hereinafter the "Transferee") of 1090 Aladdin Rd. Spring Hill FL 34609

WITNESSETH

The Transferor owns 100% Membership Interest of HOUSE PROUD CLEANING SERVICES, LLC (the "Limited Liability Company"), and the Transferor desires to convey and the Transferee desire to receive such Membership Interest in the Limited Liability Company, on the terms herein stated, and Member and the parties desire to memorialize this transaction and approve of same.

In consideration of the mutual promises contained herein, and other good and valuable consideration, the parties agree as follows:

1. **Transfer of Membership Interest.** The Transferor shall convert and transfer to the Transferee, and the Transferee shall receive and acquire from the Transferor, the following Membership Interest of the Limited Liability Company, consisting of 50% Membership Interest; such interest includes the transfer of all all profits, losses and voting rights of transferor to Transferee:

TRANSFEROR

MEMBERSHIP INTEREST TRANSFERRED

Jamie Smith 50% of the right to profits, losses and voting rights.

2. **Transfer Price.** The transfer price for all such Membership Interest is \$ 30,000 . and other valuable consideration which the Transferee has paid to the Transferor.

3. **Effective Date.** The effective date of the transfer (hereinafter the "Effective Date") shall be the date of this Agreement first noted above. On the Effective Date the Transferor shall deliver to the Transferee, free and clear of all encumbrances, certificates for the Limited Liability Company's Membership Interest referred to in paragraph 1, in negotiable form. Upon such delivery, Transferee shall deliver to Transferor the consideration for the purchase price of such Membership Interest as provided in paragraph 2.

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4. Transferor's and Limited Liability Company's Representation and Warranties. The Transferor and Limited Liability Company represent and warrant to the Transferee as follows:

4.1 Limited Liability Company Status. The Limited Liability Company is, and will be on the closing date a Limited Liability Company duly organized, validly existing and in good standing under the laws of Florida; the copies of Limited Liability Company's Articles of Organization, and all amendments thereto to date, certified by the Secretary of State of Florida, and of the Limited Liability Company's Minutes as amended to date, certified by the Limited Liability Company's Secretary which have been delivered to the Transferee are complete and correct as of the date of this agreement. The Limited Liability Company is not licensed or qualified as a Limited Liability Company in any other state.

4.2 The Limited Liability Company Subsidiaries. The Limited Liability Company has no subsidiaries.

4.3 Capital Contribution. The aggregate amount of capital contribution that the Limited Liability Company has is \$ 65,225, of which \$ 30,000, were contributed by Transferor and \$ 35,225, were contributed by other members.

5. Title to Membership Interest. The Transferor is, on the Effective Date, the Owner, free and clear of any encumbrances, of the Membership Interest represented by Membership Certificate.

6. All Liabilities Disclosed. **Except to the extent as already disclosed in writing**, the Limited Liability Company has no liabilities of any nature, whether accrued, absolute, contingent, or otherwise, including, without limitation, tax liabilities due or to become due, and whether incurred in respect of or measured by the Limited Liability Company's income for any period prior to the execution date of this agreement, or arising out of transactions entered into, or any state of facts existing, prior thereto. The Transferor of the Limited Liability Company represent and warrant that they do not know or have any reasonable grounds to know of any basis for the assertion against the Limited Liability Company, as of the execution date of this agreement, of any liability of any nature or in any amount not fully disclosed to Transferee in writing.

7. Taxes. The Limited Liability Company's tax returns have been filed as required by law and all taxes shown thereon have been paid when due. Additionally, seller confirms as far as he/she is aware, all corporate taxes have been fully paid up to and including the calendar year 2015, and there is no reason for the imposition upon the corporation or any additional tax or penalty. In any event, seller will indemnify and hold purchaser harmless against any cost, expense or liability by reason of the imposition upon the corporation of any additional income or other taxes and penalties, including interest for the year up to and including 2015.

8. Assets. The Limited Liability Company has good and marketable title to all its properties and assets, subject to no mortgage, pledge, lien, encumbrance, security interest, or charge.

9. **Payment Obligations.** The Limited Liability Company will not be in default on the payment of any of its obligations on the Closing date

10. The majority of the Members have approved the transfer of the Membership Interest.

11. **Mediation and Arbitration.**

If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in the county where the principal address of this company is located. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties. If it proves impossible to arrive at a mutually satisfactory solution through mediation, the parties agree to submit the dispute to a mutually agree-upon arbitrator in the county where the principal address of this company is located. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction to do so. costs of arbitration, including attorney fees, will be allocated by the arbitrator.

12. **Binding Effects.** This Agreement shall be binding upon and shall operate for the benefit of the parties and their respective executors, administrators, successors, and assigns.

13. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter contained herein and may be modified, amended or terminated only by a written instrument executed by the parties hereto or their respective successors or assigns. There are no restrictions, promises, warranties, covenants, or understandings other than those expressly set forth herein.

14. **Governing law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Florida.

15. **Facsimile copy.** A facsimile copy of this agreement and any signatures affixed hereto shall be considered for all purposes as originals.

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16. Transactional Attorney. The Law offices of Nick Spradlin, PLLC does not represent either the buyer or selling in this transaction it represents the best interest of HOUSE PROUD CLEANING SERVICES, LLC. The parties (both buyer and seller) have been told to seek separate legal and tax counsel regarding this transaction to determine their legal and tax consequences thus if either the buyer or seller needs Legal tax Counsel they should take it upon themselves to seek such counsel prior to signing this agreement.

17. The Transferee will need to sign the operating agreement of HOUSE PROUD CLEANING SERVICES, LLC prior to receiving any ownership interest in said company.

IN WITNESS WHEREOF the parties have signed this Agreement.

Dan Cassin
Witness

Jamie Smith
Jamie Smith

Shane Doughty
Witness.

Dan Cassin
Witness

Theodore Riser
Theodore Riser

Shane Doughty
Witness

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JAMIE SMITH

**WAIVER OF NOTICE OF MEETING OF
HOUSE PROUD CLEANING SERVICES, LLC**

The undersigned MEMBER(S) waive(s) notice of and consent(s) to the holding of the AMENDMENT meeting of the MEMBER(S) of HOUSE PROUD CLEANING SERVICES, LLC held at 1090 ALADDIN RD., SPRING HILL, FLORIDA 34609, state of FLORIDA, on 9/24/2015 at 3:45 p.m., for the purpose(s) of:

Jamie Smith Will Transfer 50% Of His Ownership Interest To Theodore Riser. Additionally, Theodore Riser Will Be Added As Manager

Dated: 9/24/2015

Signature

Printed Name

JAMIE SMITH

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